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Division of Environmental Health and Engineering

Cooperative Project Agreement

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A Health Facility Improvement Project Between:
The Alaska Native Tribal Health Consortium and
The Juneau Family Birth Center Inc. in
Juneau, Alaska
Project No. AN 07-GI5
July 2007

**COOPERATIVE PROJECT AGREEMENT
HEALTH FACILITY IMPROVEMENT PROJECT
JUNEAU FAMILY BIRTH CENTER INC.**


PROJECT NO. AN 07-GI5

To complete this project, ANTHC and the Juneau Family Birth Center Inc. mutually agree to the terms and conditions contained in this Agreement.

PREPARED BY:

7/16/07

Date


Simon J. Mawson, P.E.
Health Facilities Project Coordinator
DEHE, ANTHC

RECOMMENDED BY:

7/16/07

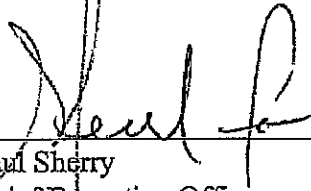
Date

 FOR
Paul C. Morrison, P.E.
Health Facilities Manager
DEHE, ANTHC

APPROVED BY:

7/18/07


Date


Paul Sherry
Chief Executive Officer
ANTHC

APPROVED BY:

7/21/07

Date


Kaye Kanne
Executive Director
Juneau Family Birth Center Inc.

**COOPERATIVE PROJECT AGREEMENT
HEALTH FACILITY IMPROVEMENT PROJECT
JUNEAU FAMILY BIRTH CENTER INC.**

PROJECT NO. AN 07-G15

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**COOPERATIVE PROJECT AGREEMENT
HEALTH FACILITY IMPROVEMENT PROJECT
JUNEAU FAMILY BIRTH CENTER INC.**

PROJECT NO. AN 07-GI5

DATE OF AGREEMENT:
July 2007

A. INTRODUCTION

Throughout this Cooperative Project Agreement (CPA) these entities are referred to as follows:

Juneau Family Birth Center Inc.	=	JFBC
Alaska Native Tribal Health Consortium	=	ANTHC
Division of Environmental Health and Engineering	=	DEHE
Denali Commission	=	Commission
Rasmuson Foundation	=	Rasmuson Foundation
State of Alaska, Department of Commerce, Community, and Economic Development	=	DCCED
M. J. Murdock Charitable Trust	=	Murdock Charitable Trust
Paul G. Allen Family Foundation	=	Paul G. Allen Family Foundation
Community Development Block Grant	=	CDBG
Alaska Mental Health Trust Authority	=	AMHTA
City and Borough of Juneau	=	CBJ

The ANTHC, DEHE, role is to provide lasting solutions to promote healthy communities.

This CPA contains information about the project scope of work, funding, costs, and administration, and is being performed under the provisions of the following agreements:

- Memorandum of Understanding for the Health Program Activities Between the Denali Commission and the Alaska Native Tribal Health Consortium, dated May 2007. This MOU defines the roles and responsibilities of each party.
- Denali Commission Financial Assistance Award No. 288-07, Amendment No. 1, dated June 2007.

B. SCOPE OF PROJECT

This project will construct a new family birth center in Juneau, Alaska. Project activities include site preparation, materials and equipment, construction, and labor.

C. PROJECT COST

C 1. Cost Estimate Table

Job Type	Scope of Work	Qty	Units	Unit Cost	Total Cost
					Denali FY07
M-CL	Construct new family birth center	1	LS	994,890	994,890
Juneau Family Birth Center Inc. Award					\$994,890
M-CB	ANTHC Support Services Charges				26,454
Total Award					\$1,021,344

C 2. Project Funding

Contributor	Fiscal Year	Description	Amount
<u>Denali Commission</u>	<u>Federal 2007</u>	<u>NA</u>	<u>\$ 1,021,344</u>
Matching Funds			
<u>Rasmuson</u>	<u>NA</u>	<u>NA</u>	<u>\$ 550,000</u>
<u>JFBC (loan)</u>	<u>NA</u>	<u>NA</u>	<u>\$ 500,000</u>
<u>JFBC (land)</u>	<u>NA</u>	<u>NA</u>	<u>\$ 355,450</u>
<u>DCCED</u>	<u>State 2006</u>	<u>NA</u>	<u>\$ 300,000</u>
<u>Murdock Trust</u>	<u>NA</u>	<u>NA</u>	<u>\$ 200,000</u>
<u>Allen Foundation</u>	<u>NA</u>	<u>NA</u>	<u>\$ 100,000</u>
<u>CDBG</u>	<u>Federal 2005</u>	<u>NA</u>	<u>\$ 80,000</u>
<u>AMHTA</u>	<u>NA</u>	<u>NA</u>	<u>\$ 50,000</u>
<u>CBJ</u>	<u>NA</u>	<u>NA</u>	<u>\$ 50,000</u>
<u>JFBC (cash)</u>	<u>NA</u>	<u>NA</u>	<u>\$ 35,000</u>
TOTAL PROJECT FUNDING			<u>\$ 3,241,794</u>

Denali Commission funding for this health facility improvement project has been made available to ANTHC through a separate Financial Assistance Award (FAA), or amendment or addendum to an existing FAA, between the Denali Commission and ANTHC. It is understood that funding transfers will be made to ANTHC incrementally.

By signing this Agreement, JFBC agrees the matching funds identified above shall be made available to the project. It is understood that these matching funds will be contributed by JFBC directly to the project, and will not be received or managed by ANTHC.

JFBC shall not be obligated to continue performance that requires an expenditure of more funds than awarded under this CPA plus funding from other sources as specified in the funding application to the Denali Commission. If JFBC has reason to believe that the total amount required for performance will be greater than the amount of this CPA plus any other funding source amounts so specified as initially available, JFBC shall provide notice to ANTHC within ten (10) days of discovery. If the Commission (or any other funding source) does not increase the funding authorization for the project, JFBC may suspend performance until sufficient additional funds are awarded, or complete the project without additional funding assistance through this CPA.

D. PROJECT ADMINISTRATION

In conformance with the Commission's Financial Assistance Award, the following project management methodology has been selected by JFBC:

Construction will be managed by JFBC, which has met standards for a "pass through" organization approved by the Commission. ANTHC will only provide limited oversight and technical assistance.

Construction activities began in June 2007 and are expected to be finished by June 2008.

This Agreement shall take effect upon signature by all parties and remain in effect until the expiration of the "performance period" specified within the Commission's Financial Assistance Award, or subsequent amendment(s) or addendum(s).

E. SUSTAINED OPERATIONS CONSIDERATIONS

JFBC will assume ownership and responsibility for operating and maintaining equipment and facilities provided by this project.

F. ENVIRONMENTAL REVIEW REQUIREMENTS

The environmental review of this project was conducted by JFBC and approved by the U.S. Department of Housing and Urban Development. ANTHC was not involved in the review or the determination.

G. NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS

The National Historic Preservation Act (NHPA) provides for cultural resources identification and protection through avoidance or mitigation to avoid unnecessary disturbance of reported or known human burials. NHPA also requires tribes to be consulting parties if archeological discoveries are made during construction.

The Native American Graves Protection and Repatriation Act (NAGPRA) contains stipulations regarding the appropriate treatment and disposition of human burials, funerary, and associated items discovered on Federal lands or Indian Allotments. NAGPRA recognizes the inherent rights and claims of the Native people but often is inapplicable to ANTHC projects. For this reason, as a policy ANTHC recognizes the inherent rights and claims of the tribal entity when human remains and associated items are uncovered through construction projects.

Therefore, if construction for this project results in the discovery of ancient cultural items (i.e., human burials, associated items, and/or archaeological artifacts), JFBC will ensure that the Central Council of the Tlingit & Haida Indian Tribes; Douglas Indian Association will be a consulting party. In addition, the following responsibilities are assumed by the project participant in order to comply with NHPA, NAGPRA, and ANTHC policy recognizing inherent rights and claims:

- Identifying any known or reported archaeological site, artifact, or ancient human remains to avoid unnecessary damage to sensitive resources.
- Delaying construction in the vicinity of a discovery until procedures in conformance with 36 CFR 800 are complete.
- Determining appropriate mitigation measures and performing all mitigation in conformance with 36 CFR 800.
- Ensuring an archaeologist, retained or employed by any party to facilitate construction operations, will view and document any and all cultural items discovered during excavation if an adverse effect determination has been made.
- Ensuring that if removal of ancient human remains is necessary, the archaeologist will remove the entire body and that unless the Central Council of the Tlingit & Haida Indian Tribes; Douglas Indian Association requests further study of the remains, tests upon or photographs of any ancient human remains will not occur unless specific, separate Agreements have been made with the Central Council of the Tlingit & Haida Indian Tribes; Douglas Indian Association.

- Contacting local law enforcement if a modern human burial is discovered to determine if a criminal act can be identified. If the burial is from an archaeological context, the burial will be treated as archaeological remains and need not be treated as a scene of crime.
- Acknowledging that the Central Council of the Tlingit & Haida Indian Tribes; Douglas Indian Association assumes full responsibility for any and all cultural items discovered during excavation on all but private lands.
- Acknowledging that the Central Council of the Tlingit & Haida Indian Tribes; Douglas Indian Association reserves the inherent right to determine the appropriate disposition of any and all cultural items discovered during excavation on all but private lands.
- Acknowledging that the inherent claims or rights of the Central Council of the Tlingit & Haida Indian Tribes; Douglas Indian Association are not diminished by the fact that the land is under ownership by another party.
- Ensuring that if a discovery is made on Federal lands, Indian Allotment lands, or lands not yet conveyed to the Village or Regional Corporation, parties to facility construction operations shall comply with NAGPRA if appropriate.
- Acknowledging that all other inherent rights and claims regarding any and all cultural items discovered on any lands other than private lands during excavation for or in support of facility construction not expressly covered in these responsibilities are reserved to the Central Council of the Tlingit & Haida Indian Tribes; Douglas Indian Association alone.

H. AUTHORITY FOR APPROVAL

Upon signing this document, the ANTHC Chief Executive Officer delegates authority to sign all subsequent agreements related to this project to the Director of Regional Facilities Services, DEHE.

I. PROVISIONS FOR PROJECT COMPLETION

The following sections from the ANTHC, DEHE, Cooperative Project Agreement Provisions Manual for Health Facilities Projects (Orange Book), dated June 2003, are incorporated into this Agreement by reference; the manual is electronically available at <http://www.anthc.org/cs/dehe/vilctct/>. For the purposes of this Agreement, all references to "Local Participant" shall mean JFBC.

- Section 1, "Provisions for All Cooperative Project Agreements"
- Section 3, "Provisions for Local Participant Management of Force Account Labor and Local Procurement of Force Account Management"
- Section 4, "Provisions for Regional Health Organization Management of Force Account Labor for Pass Through Projects"
- Section 5, "Insurance and Indemnification Provisions for Force Account Labor Projects Managed by ANTHC or Local Participant"
- Section 6, "Assurances for All Construction Programs" (Standard Form 424D)

The following federal provisions apply to this project:

- 15 CFR 24, Uniform Admin Requirements for Grants/Cooperative Agreements to State and Local Governments
<www.access.gpo.gov/nara/cfr/waisidx_99/15cfr24_99.html>
(applies to local or tribal government)
- OMB Circular A-87, Cost Principles for State and Local Governments and Indian Tribal Governments <www.whitehouse.gov/OMB/circulars/a087/a087-all.html>
(applies to local or tribal government)
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations <www.whitehouse.gov/OMB/circulars/a133/a133.html>
(applies to all Agreements)
- 15 CFR, Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Nonprofit, and Commercial Organizations
<www.access.gpo.gov/nara/cfr/waisidx_99/15cfr14_99.html>
(applies to non-profits)
- OMB Circular A-122, Cost Principles for Nonprofit Organizations
<www.whitehouse.gov/OMB/circulars/a122/a122.html>
(applies to non-profits)